

**NOVEMBER 30, 2004**

**CONTRACT PERIOD THROUGH ~~NOVEMBER 30, 2003~~**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FORKLIFT/PALLET JACK PARTS, SUPPLIES, ACCESSORIES AND  
SERVICE II**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 01, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

WP/**jmk**  
Attach

Copy to: Clerk of the Board  
Gidget Beltran, Equipment Services  
**Sharon Tohtsoni**, Materials Management

(Please remove Serial **99022-X** ~~01129-X~~ from your contract notebooks)

INVITATION FOR BID FOR:

**FORKLIFT/PALLET JACK, PARTS, SUPPLIES,  
ACCESSORIES AND SERVICE II**

**1.0 INTENT:**

The intent of the Invitation for Bids (IFB) is to establish a two- (2) year pricing agreement with sources to provide the procurement of parts required by Equipment Services Department for the repair and preventative maintenance of Fork Lifts and Pallet Jacks and other related equipment as necessary. Services may be required on major overhauls (defined as: engine, electric motor, differential, etc.). All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Major overhauls, as defined above shall not proceed without the approval of the using agency. Deliveries are to be made to Equipment Services Department, 3325 West Durango St., Phoenix, Arizona, 85009 as covered by purchase order only.

A space is provided in the pricing section to indicate the type of equipment serviceable and parts stocked at bidder's facility. Bidder(s) shall indicate all blanket discounts and services available. Bidder(s) shall be distributors or wholesalers of the manufacturer's offering in the pricing section and stock common replacement parts. The successful Contractor(s) shall stock Equipment Services parts room with parts as required. It is not intended for one (1) Contractor to provide total service. The contract shall be awarded in part, sections, groups where such action serves the County's best interest.

The County may be required to rent various types of forklifts and pallet jacks when one is down due to major repairs. Bidder(s) shall provide daily, weekly, and monthly rates for each rented piece of equipment as listed in the pricing section. **Rental rates shall include pickup and delivery charges.**

Maricopa County Equipment Services records indicate expenditures approximately \$30,000.00 during the last 12 months. Parts and Service required for the next two years will depend upon the number of pieces of equipment in use, and other factors.

**2.0 SPECIFICATIONS, GENERAL:**

**2.1 BLANKET PRICING:**

As the material to be purchased against this pricing agreement covers, a wide variety of replacement parts/supplies and accessories. The bidder(s) shall submit catalog(s) and price sheets that provide the greatest coverage of related products. **DISCOUNT PRICING IS STRONGLY ENCOURAGED TO ALLOW THE COUNTY GREATEST VENDOR UTILIZATION.**

**2.2 MANUFACTURERS AND MODELS:**

This list of Maricopa County's equipment is intended to provide prospective bidders with a general scope of the manufacturer's of rolling stock for which this contract is intended, but not limited to:

1. HYSTER EQUIPMENT
2. TOYOTA EQUIPMENT
3. YALE EQUIPMENT

**2.3 SERVICE AND REPAIR:**

Contractor(s) shall quote hourly labor rate for repairs done on-site at County locations and in the Contractor(s) facilities labor operations. Bidder(s) shall include all charges and fees in the bid price (i.e., service calls, field service, mileage, travel, etc.) Equipment Services shall recognizes the labor rates to begin at the time of servicing equipment or traveling to site upon completion of work. Contractor(s) shall indicate labor rates for out of scope service not listed in this solicitation and

emergency service. No overtime charges are allowed. Rework will be done at no charge to Maricopa County using agency.

2.4 CONTRACTOR RESPONSIBILITY:

The Contractor(s) will be responsible for any damages whatsoever to County property and to County equipment as applicable when such equipment is the responsibility or in the custody of the Contractor(s), his employees or subcontractors.

2.5 DELIVERY/RESPONSE TIME:

It shall be the Contractor's responsibility to meet the County's delivery requirements of **F.O.B. Destination** on normal deliveries. Exceptions to freight; if the part(s) is a normal stock item, it is the responsibility of the Contractor to pay for freight (overnight, airfreight, UPS direct, etc.). Exceptions on priority deliveries upon approval from Equipment Services parts Department authorized employee are acceptable. Deliveries shall be made within two (2) hours from notification of order. Exceptions are made when site is more than two (2) hours in distance (travel time) from Contractor(s) facility. Contractor(s) shall notify Equipment Services of all delays for parts and/or services. Response time shall be within four (4) hours from notification and activity performing within 24 hours. Deliveries can be made to the Equipment Services Parts Room, 3325 W. Durango St, from 6:00 a.m. to 6:00 p.m.

2.6 PRODUCT DEFINITION:

Certain products covered in this call for bids are acceptable to Equipment Services, if "rebuilt" or "remanufactured", at the option of the County. Any item(s) bid shall be assumed to be "new" unless so identified otherwise by the bidder. All items bid, without regard to "classification", shall meet or exceed the ORIGINAL EQUIPMENT MANUFACTURER (OEM) requirements.

2.7 WARRANTY:

The minimum warranty shall be 90 days parts/supplies and accessories, or manufacturer's warranty, whichever is greater. Warranty replacement will be done at no additional charge to Maricopa County Equipment Services. Defective part shall be replaced within 24 hours of notifications. The effective date on all warranties shall begin at the time of installation.

2.8 ADDITIONAL ITEMS:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. This should, however, in no way be construed to restrict bidding on products, which meet or exceed this minimum.

2.9 TRAINING:

The successful bidder shall completely train County personnel on site as instructed by Equipment Services in the use and care of the equipment and/or materials which may be purchased from this pricing agreement, at no cost to the County.

2.10 ADDITIONAL CHARGES/FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, hauling, etc.) other than those listed in the pricing section of this agreement. All costs shall be included in the bid price.

2.11 SITE VISITS:

The County reserves the right to visit the Contractor(s) facilities to assist in award determination and during the contract period.

2.12 INVOICE REQUIREMENTS:

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to:

Equipment Services  
3325 West Durango St.  
Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-4674. If problems occur with other County agencies the successful bidder shall contact that the using agency that it pertains. A monthly statement shall be provided for the County. All invoices shall indicate the following:

1. Contract Serial Number
2. County purchase order number
3. Quantity
4. Part Number
5. Description
6. Pricing per unit
7. Hourly rate w/total hours (if applicable)
8. Total
9. \*Freight, (if applicable)
10. Sales tax on parts only
11. Provide two (2) legible copies of the invoice.
12. The invoice shall be dated and signed (full name) by the County employee receiving the part(s).

**\*Freight:** If freight is applied on an invoice(s) the following are required on the invoice(s); identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s), full name of the using agency employee authorizing this method of delivery

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections. SUBMIT A SAMPLE OF YOUR INVOICE PROVIDING GENERIC INFORMATON. This is for our accounts payable department.

2.13 INVOICE DISCREPANCIES:

The County's fiscal year begins July 1<sup>st</sup> and ends on June 30<sup>th</sup> of each year. As a government entity we have a budget limit. It is very important has a County vendor to be aware of our limitations. All invoice discrepancies shall be rectified within this time period.

2.14 VENDOR LOCATIONS/PARTICIPATION:

Bidders shall indicate all locations willing to honor this contract. Contractors responding to this Call for Bids shall have "working facilities within the Phoenix Metropolitan area. Please indicate the addresses, phone numbers and contacts for these additional locations when submitting this Call for Bids.

3.0 SPECIAL TERMS & CONEDITONS:

3.1 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.1 **Commercial General Liability.** **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.



The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

### 3.4 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

### 3.5 FAILURE TO EXECUTE:

Upon failure of the successful Bidder to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages.

### 3.6 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

### 3.7 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.8 SHIPPING:

**Bid prices shall be made F.O.B. destination** to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.9 STOCK:

The successful Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

3.10 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.11 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

3.12 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

3.13 SAMPLES:

Bidders may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

3.14 WAREHOUSE/DISTRIBUTION CENTER:

Contractors shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.

3.15 PRODUCT DISCONTINUANCE:

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- 3.15.1 Documentation from the manufacturer that the product or model has been discontinued.
- 3.15.2 Documentation that names the replacement product or model.
- 3.15.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
- 3.15.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.15.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.16 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00. No other request is valid.**

3.17 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

3.18 MANUALS:

Comprehensive operational manual(s) and equipment service manual(s), including schematic diagrams, shall be provided by Contractor.

3.19 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the

deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive minor deviations.

3.20 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidders must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

3.21 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.22 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.23 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement card that may be used by the County from time to time**, to place and make payment for orders under this Contract. Bidders without this capability **may** be considered non-responsive and not eligible for award consideration.

3.24 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card **Process**" has initiated changes **that are** intended to both improve and expedite the purchasing and payment process. In light of **these** efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and **take into consideration receipt of payment with seventy-two (72) hours from time of payment processing**. **Discounts offered** will be considered in the evaluation **price analysis process**.

**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.25 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

- 3.25.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 3.25.2 Pricing pages, MANDATORY

- 3.25.3 Copies of Catalogs/Pricing Documents (if required)
- 3.25.4 Vendor Information, MANDATORY
- 3.25.5 Agreement page, MANDATORY
- 3.25.6 References (if required)

3.26 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Consultant: Walt Price  
Department Of Materials Management  
Telephone: (602) 506-3454

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.0 CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or

otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract.

Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.



4.11 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.21 GUARANTEE:**

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.22 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.23 PRICE REDUCTIONS:**

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.24 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25     SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

~~ACM EQUIPMENT RENTAL & SALES~~ **H & E EQUIPMENT SERVICES LLC, 4010 S 22<sup>ND</sup> STREET, PHOENIX, AZ 85040**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNTS

**PRICING SHEET C255009/B0604241**

**NIGP CODES 56072 & 56075**

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

**BLANKET PRICING:**

Contractor(s) shall submit two- (2) manufacturer price list(s) with their call for bids and enter the percentage of discount offered.

<b>MANUFACTURER PRICE CATALOG DESIGNATION - NEW? DATE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>ADDITIONAL DISCOUNT</b>
HYSTER EQUIPMENT		0% 20% Discount on Rentals
TOYOTA EQUIPMENT		0% 20% Discount on Rentals
YALE EQUIPMENT		0% 20% Discount on Rentals

**RENTAL RATES:**

The County may be required to rent various types of forklifts and Pallet Jacks when one is down due to major repairs. Contractor(s) shall provide daily, weekly, and monthly rates for each rented equipment as listed in the pricing section. Rental rates shall include pickup and delivery charges. If the Contractor(s) is unable to provide the original equipment as listed, list your current manufacturer line as an alternate. All (appropriate/like) alternates will be accepted upon the approval from the using agencies.

**ALL RATES SHALL INCLUDE DELIVERY/PICKUP CHARGES**

<b>YEAR</b>	<b>MODEL</b>	<b>MAKE</b>	<b>GROSS VEHICLE WEIGHT</b>	<b>ALTERNATE OFFERED</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>
1996	N40XMR	HYSTER	7392		\$ 110.00	\$ 330.00	\$ 1,000.00
1994	N40FR	HYSTER	4000		\$ 110.00	\$ 330.00	\$ 1,000.00
1993	N40FR	HYSTER	7836		\$ 110.00	\$ 330.00	\$ 1,000.00
1993	E40XL	HYSTER	10450		\$ 110.00	\$ 330.00	\$ 1,000.00
1992	H40XL	HYSTER	7500		\$ 110.00	\$ 330.00	\$ 1,000.00
1991	H40XL	HYSTER	7500		\$ 110.00	\$ 330.00	\$ 1,000.00
1983	H40XL	HYSTER	7500		\$ 110.00	\$ 330.00	\$ 1,000.00

**SERIAL 01153-C**

1989	MPE060	YALE	2210	<u>\$ 60.00</u>	<u>\$ 180.00</u>	<u>\$ 540.00</u>
1991	MPE060	YALE	6000	<u>\$ 60.00</u>	<u>\$ 180.00</u>	<u>\$ 540.00</u>

ACME EQUIPMENT RENTAL & SALES, H & E EQUIPMENT SERVICES LLC 4010 S 22<sup>ND</sup> STREET, PHOENIX, AZ 85040

YEAR	MODEL	MAKE	GROSS VEHICLE WEIGHT	ALTERNATE OFFERED	DAILY	WEEKLY	MONTHLY
1992	MPB040CAN	YALE	4000		\$ 60.00	\$ 180.00	\$ 540.00
1993	GLP050	YALE	8726		\$ 60.00	\$ 180.00	\$ 540.00
1997	FORKLIFT	YALE	9172		\$ 60.00	\$ 180.00	\$ 540.00
1990	FD30P3	YALE	4375		\$ 60.00	\$ 180.00	\$ 540.00
1992	5FG15	TOYOTA	8250		\$ 110.00	\$ 330.00	\$ 1,000.00
1991	42-5FG25	TOYOTA	8250		\$ 110.00	\$ 330.00	\$ 1,000.00
1999	526FGU-30	TOYOTA	8250		\$ 110.00	\$ 330.00	\$ 1,000.00
1972	02-2FGC20	TOYOTA	8250		\$ 110.00	\$ 330.00	\$ 1,000.00
1975	422FG25	TOYOTA	8080		\$ 110.00	\$ 330.00	\$ 1,000.00

Labor Rate (vendor facility): \$ 72.00 /hr.

Labor Rate (County facility): \$ 90.00 /hr.

Labor Rate for Emergency Service: \$ 90.00 /hr.

Indicate hours of delivery: 7 to 4

List the type of equipment your establishment is certified to service and repair: LIFTTRUCKS, MANFILTS, SHOOTING BOOM FORKLIFTS, SCISSOR LIFTS, CRANES, SWEEPERS

Warranty: (explain, 90 days min.): 6 months parts and labor

Return Parts Policy: (explain all terms, conditions, fees, if any): SUBJECT TO MANUFACTURER'S RESTRICTIONS

F.O.B. Destination: X Yes      No (PHOENIX ONLY)  
(Unless special ordered with expedited freight approval)

Terms: NET 10

Federal Tax ID Number **72-1287046** ~~86-0648797~~

Vendor Number: **721287046 A** ~~860648797~~

Telephone Number: 602-232-0600

Fax Number: 602-232-0620

Contact Person **Trevor Cavanaugh (X615)** ~~Kevin Kramer~~

E-mail Address: [TCAVANAUGH@ACMEQ.COM](mailto:TCAVANAUGH@ACMEQ.COM)

Website Address: [WWW.HE-EQUIPMENT.COM](http://WWW.HE-EQUIPMENT.COM)

Contract Period: **NOVEMBER 30, 2004.**  
To cover the period ending ~~November 30, 2003.~~